

**Request for Quotation**  
**For**  
**Refilling of Fire Extinguishers”**  
**For**  
**BMRCL 150 cars Project**  
**To**  
**BEML Limited**

**RFQ Ref: BR01/RRD/6300032703**  
**Dt: 22.05.2020**

**Event Service Provider:**



Vendor's Time and Expenses: To be borne by the vendor

No representation would be entertained on any errors if found in the RFQ. However vendors to bring such errors / omissions to the notice of BEML for necessary corrective action

**Confidential Document: for limited circulation among the participants of e-Negotiation event, for Annual requirement finalization for BEML to be conducted on “BEML SRM” Platform.**

**Contact Information:**

**Note:** Please contact **BEML SRM** (as per the contact details shown under B) for any questions / clarification that you may need in connection with this Request for Quotation (RFQ) and not the “Buyer” directly.

<b>A. Buyer (BEML LIMITED)</b>	
<b>Name &amp; Designation</b>	Mr. N. SREENIVASA REDDY AGM, Metro Purchase  Mr. ANIL N Asst Manager, Metro Purchase
<b>Address</b>	Bharat Earth Movers Limited Bangalore Complex New Thippasandra Post Bangalore 560 075
<b>Email ID</b>	metro.rm2@beml.co.in
<b>Telephone</b>	+91.80.25243363 (D)/25022632
<b>Fax</b>	+91.80.25244682 +91.80.25245545
<b>B. Documentation &amp; Training -Helpline (BEML SRM)</b>	
<b>Name &amp; Designation</b>	Mr. Krishna Mohan Event Coordinator
<b>Address</b>	BEML Limited “BEML SOUDHA” Room No:106, BEML SRM Implementation Cell, 23/1, 4 <sup>TH</sup> Main S R Nagar Bangalore – 560 027 Karnataka
<b>Email ID</b>	<a href="mailto:admin.srm@beml.co.in">admin.srm@beml.co.in</a>
<b>Telephone</b>	+91.80.22963269
<b>Fax</b>	+91.80.22963283

## General Terms & Conditions:

<b>Standard Terms &amp; Conditions</b>	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
<b>Offer Validity</b>	180 days from the opening date of the bid.
<b>Development Charges</b>	No development charges shall be payable for the development of Tool & Die related to the product.
<b>Validity of Rates</b>	<ul style="list-style-type: none"> <li>▪ Bided Price to remain firm till completion of supplies against the Purchase Order.</li> <li>▪ No price variation will be entertained post E- Procurement event.</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>▪ Payment will be made on 60<sup>th</sup> day from the date of receipt and acceptance of the goods at BEML stores against original Invoice and inspection documents.</li> <li>▪ Bidders shall submit their invoice to BEML's designated location with Stores Acknowledgement for the goods detailed in the invoice.</li> </ul>
<b>Supply Pattern</b>	1. Material to be supplied as detailed in section "Delivery Schedule"
<b>Labeling / Marking</b>	<p>The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail:</p> <ul style="list-style-type: none"> <li>▪ Name of the manufacturer</li> <li>▪ BEML Part Number</li> <li>▪ Name &amp; Class of Material</li> <li>▪ Batch No.</li> </ul> <p>And any other additional information as specified in the Purchase Order</p>
<b>DGS &amp; D Rate Contract</b>	If the item is covered on DGS & D Rate Contract, it should be confirmed that the prices are the same as applicable to DGS & D Rate Contract reference should also be indicated, besides giving a copy of the Rate Contract.
<b>Currency</b>	For the purpose of Bidding and release of payment, the currency will be Indian Rupees (INR).
<b>Liquidated Damages (LD)</b>	LD applicable shall be @ 0.1% per day for first 30 days , thereafter 0.25% per day or part thereof to a maximum of 10% of the total order value for delayed supplies beyond mutually agreed delivery date
<b>Delivery</b>	The Consignment would be delivered at BEML, designated location as detailed in the "Exhibit-B" on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition.
<b>Dispatch Instructions</b>	"FOR BEML, Bangalore Complex you should arrange dispatch to BEML stores on Freight paid basis.
<b>Short Supply</b>	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
<b>Transit Insurance</b>	Transit Insurance to be arranged & cost to be borne by the supplier

<b>Material Acceptance / Rejection Procedure</b>	<p>Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.</p> <p>Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.</p>
<b>Rejected Material Return</b>	<p>If any material is rejected during initial inspection or during further processing, the rejected material will be returned by ROAD ON FREIGHT TO PAY BASIS. The consignment will not be insured. The dispatch documents of such returned materials will be negotiated through Bank for the amount already paid towards the rejected materials including freight, sales tax, excise duty, etc. Supplier should honor the documents within 7 days from on presentation of the bankers. All bank charges to supplier account only. If the dispatch document is not honored by supplier for any reason the consequential damage / demurrages will be to supplier's account. BEML reserves right to recover the amount paid for the rejected materials from any of supplier's pending bills or supplies made by supplier.</p>
<b>Loading against faulty supply:</b>	<p>Suppliers will be debited by BEML with the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement.</p>
Risk Purchase clause:	<p>Risk purchase will be initiated in case of failure / withdrawal to supply after release of order.</p>
<b>Specification Changes:</b>	<p>No change shall be made to any part of the specification by the Supplier. All the purchases are governed by the Specification(s) mentioned, unless superseded by a Revision duly authorized by the competent authority of buyer.</p>
<b>Confidentiality/ Secrecy</b>	<p>In case of placement of purchase order by BEML Limited, the supplier has to execute the CONFIDENTIALITY AGREEMENT and NON-COMPETITION AGREEMENT as per prescribed format by BEML Limited, which will be issued within 15 days from the date of issuance of purchase order from BEML Limited but later on that 30 days before the first delivery schedule indicated in the purchase order.</p> <ul style="list-style-type: none"> <li>a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.</li> <li>b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.</li> <li>c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will have to take procurement action at you risks and cost apart from levy of liquidated damages.</li> </ul>
<b>Assignment or Subletting of Contract</b>	<p>Bidders shall not, at any time during the contractual period, assign or sub-let the contract or any part thereof to any person or allow any such person to become in any way interested therein in any manner whatsoever without the prior permission in writing from BEML. Any contravention of this condition shall entitle BEML to rescind the contract and shall also render the bidders liable for payment to BEML in respect of any loss or damage arising out of or ensuing from such sub-letting or rescinding of contract.</p>

<b>Right of Buyer</b>	<ul style="list-style-type: none"> <li>BEML reserves the right to partially or totally accept or reject any/all bids placed in the e procurement event without assigning any reason whatsoever.</li> </ul> <p>BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.</p>
<b>Termination</b>	In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
<b>Jurisdiction</b>	The court of Karnataka State only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of this Purchase Order.
<b>ARBITRATION</b>	<p>All other disputes / differences except as to any matters the decision of which is specially provided for by these conditions or any other special conditions of the P.O. whatsoever arising between the parties out of or relating to the contract meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The place of arbitration shall be 'Bangalore'</p> <p>The supplies under this purchase order shall, if reasonably possible, continue by mutual agreement during the arbitration proceedings and no payment due to or payable by BEML be withheld only on account of the pendency of such proceedings</p>

	<p>The Truck/s bringing the supplies for the orders placed based on this RFQ should have the following requirements:</p> <ol style="list-style-type: none"> <li>1) Valid Emission Test Certificate</li> <li>2) RTO Fitness Certificate</li> <li>3) License of the Driver.</li> </ol>
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### Product Specific Information:

<b>Enquiry No.</b>	BR01/RRD/6300032703 dt: 22.05.2020
<b>Product Specification</b>	Refilling of Fire Extinguishers
<b>Standards Applicable</b>	"As per Exhibit – A" ( All the Items should be of Same MAKE)
<b>Delivery Schedule</b>	Please refer to "Exhibit – A"
<b>Volume of Business</b>	<ul style="list-style-type: none"> <li>Total volume of business projected in "Exhibit-A" is a firm requirement. However volumes mentioned may vary substantially on either side depending on business needs.</li> </ul>
<b>Price basis for e procurement event</b>	<p>Components to be delivered All Inclusive to Designated Location. Price bid must be in line with the following formula:</p> <p>Add following components as applicable to the Basic price (Including Packing &amp; Forwarding) of each component: + GST, if any other applicable taxes.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. Transit Insurance, Handling Charges, etc. to vendor's account.</li> <li>2. Bids placed by bidder shall be unconditional and complete in all respect in line with price basis described above. Any incomplete / non-compliant offers are subject to rejection.</li> <li>3. No price extensions of any sort will be allowed after the order is released, bidding price to be a firm price only.</li> </ol>
<b>Business Share &amp; Preference</b>	<ul style="list-style-type: none"> <li>Buyer reserves the right on quantum of business on such sources.</li> <li>In case ordering on two/three sources, BEML reserves the right to distribute the order on more</li> </ul>

	<p>than one source at the lowest bid price received against this e-bidding, on 60:40 / 50:30:20 ratios.</p> <p>Preference may be given to bidders bidding for the entire lot and are at the same time remain most competitive, technically suitable, meeting delivery requirements and proven sources.</p>
<b>Drawing / Specification</b>	As per "Exhibit – A".
<b>Supply Pattern</b>	Material to be supplied as detailed in section "Delivery Schedule"
<b>Inspection Authority &amp; Charges</b>	Inspection would be carried at firm's works by Third party inspection. A sum of Rs 3000/- would be imposed as penalty for every wrong call/NCR.
<b>Past Supply Performance Report</b>	Along with Pre-Bid Confirmation - Suppliers are required to submit their order copy and performance report w. r. t. quality & delivery for the year 2015,2016,2017 & 2018 for supply of the item, so as to establish, proof as a regular supplier of the items

### **Exhibit -A**

#### **Tentative requirement of Refilling of Fire Extinguishers required for BMRCL Project Division: BEML, Bangalore Complex, Bangalore.**

1	Scope of work	<p><b>Scope of Work:</b></p> <p>1) Fire extinguishers to be collected from Depots (Baiyappanahalli &amp; Peenya BMRCL Depot, Bangalore) by Vendor.</p> <p>2) Re-filling of Fire-extinguishers to be done with suitable consumables (Powder &amp; Nitrogen gas).</p> <p>3) Minimum of Two years Warranty to be provided after Re-filling. ( Warranty stickers/labels to be applied on Fire Extinguishers)</p> <p>4) Thorough Inspection to be carried out by Vendor and if any components (i.e. Gasket, Valves, Gauges, Pins, Handle, Cylinder etc.,) requires replacement, the same to be replaced by vendor.</p> <p>5) Once the Re-filling is completed, the same has to be delivered at respective depots.</p> <p>6) In case of any Malfunctioning / issues noticed during warranty period, vendor has to collect the Fire Extinguishers from respective depots and rectify the same and deliver back to respective depots at his cost.</p>	<p><b>Total Qty in Nos :</b> 300</p>	<p>Service required dt: 10.06.2020</p>
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#### **NOTE:**

PROJECT – BMRCL Project.

- Two Bid System (Technical and Commercial Separately).
- Vendor shall upload unit price in SRM line item & do not mention price in technical bid (in attachments).
- Firm has to be agreed as per scope of Work, otherwise offer may liable for rejection.

## Exhibit-C

### **Training Confirmation**

(By email to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or  
Fax to +91.80.22963283 printed on Supplier's Letterhead)

Date:

To

The Deputy General Manager - Materials  
BEML Limited  
Bangalore Complex  
New Thippasandra Post, Bangalore - 560 075

Dear Sir,

**Subject:** Training confirmation

This is to confirm that BEML SRM Implementation Cell has trained us on BEML OPS e-Procurement Platform. We have attended '**DEMO**' bidding event and are comfortable with bidding process.

We also understand that BEML shall not be responsible for infrastructure (power/internet) failure at our end and during training we are advised by BEML SRM Implementation Cell to keep back-up option ready i.e. UPS/ bidding from Cyber Café etc.

We have also read and signed **Exhibit-D** and understood General Terms & Conditions for participation in e-tender event.

For

<Company Stamp with full Postal Address>

Authorized Signatory

Name :  
Designation :  
Contact Details :  
Telephone # :  
Mobile # :  
Email ID :

## **Exhibit-D BEML-SRM - General Terms & Conditions**

The General terms and conditions provided below govern the conduct of e-Negotiation event conducted on BEML-SRM platform.

Written Acceptance of the RFI/RFQ Terms & Conditions and General Terms & conditions given below is a pre-requisite for securing participation in the e-Negotiation event:

### **Participant Confirmation:**

- Participants to e-Negotiation event hereby confirm that they shall commit to supply the product / service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by BEML LIMITED. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BEML LIMITED.
- In the event of winning an allotment in the bidding event, the bidder shall commit to fulfill outlined obligations under the contract.
- The bidder shall bid in line with the pre-accepted RFQ/RFI terms. The Bidder shall not stipulate any conditions on his/her own unless the terms of the BEML LIMITED expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and BEML retains the right of rejecting these bids.

### **Liability of BEML LIMITED**

While, reasonable care and diligence is taken by BEML LIMITED in discharge of its responsibilities such as design of the e-Negotiation event, communication of RFI/RFQ rules, guidance to bidders in event participation, etc. all bidders shall specifically indemnify BEML LIMITED from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are performed in BEML SRM platform by BEML LIMITED to assist the participants, but the ultimate responsibility on all these counts lies totally with the participants.

### **Jurisdiction:**

Any disputes relating to the e-Negotiation module shall be subject to the sole jurisdiction of the courts of Bangalore, Karnataka, India.

Accepted the above terms & conditions

**(Signature)**  
**Name & Designation of Signatory**

**For and on behalf of the company**  
**(Company Seal)**